

October 10, 2002

Samuel A. Schiffman
Vice President, General Counsel
and Secretary

Email: saschiffman@nationalgypsum.com

Writer's Direct Dial:
(704) 365-7667

Writer's Fax:
(704) 365-7281

Mr. John Martin
On-Scene Coordinator
U.S. Environmental Protection Agency, Region 6
Superfund Cost Recovery Branch (6SF-R2)
1445 Ross Avenue
Dallas, TX 75202-2733

VIA FACSIMILE
(214) 665-6748
and
OVERNIGHT COURIER

RE: Information Request; Westbank Asbestos Site,
Jefferson Parish, LA

Dear Mr. Martin:

Attached are the answers of New NGC, Inc., d/b/a National Gypsum Company, to the questions contained in your Information Request dated July 10, 2002. Per our earlier agreement with EPA, our response was due by today, October 10, 2002.

A hard copy original will be sent to you today via overnight courier.

The cover letter with the Information Request indicated that your understanding was that National Gypsum Company had a plant "adjacent to or near the Johns Manville Marrero plant on the Westbank Asbestos Site". It was also stated that we should advise you if that were not the case. Though we have gone ahead and answered the Information Request, you should know that the only plant which is owned and operated by New NGC, Inc., d/b/a National Gypsum Company, or that was operated by the company formerly known as National Gypsum Company, from which New NGC, Inc. purchased it, is in Westwego, LA, fifteen or more miles from the Johns Manville plant location. As we discussed on the phone, the Celotex plant is closer to the Manville location.

We appreciate the extension of time granted to us in order to be able to gather information and to answer the questions for you. If you have any questions, please let me know.

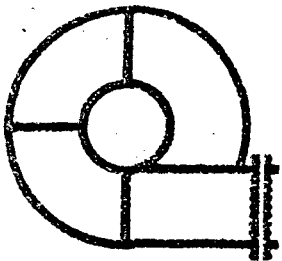
Very truly yours,


Samuel A. Schiffman

SAS/me



881828



ERNEST N. MORIAL, President
RENE A. CURRY, President Pro-Tem.

*This was received at
the New Orleans Plant
on March 26th however,
due date would appear to
be April 17.
R. Bauer*

Sewerage & Water Board OF NEW ORLEANS

G. JOSEPH SULLIVAN
General Superintendent

CITY HALL • CIVIC CENTER
NEW ORLEANS, LA. 70165 • 585-4547

March 20, 1980

National Gypsum
5372 Tchoupitoulas Street
New Orleans, LA 70115

Dear Sir:

To satisfy the conditions of our Discharge Permit issued by the United States Environmental Protection Agency, as prescribed by Authorization to Discharge Under the National Pollutant Discharge Elimination System, in compliance with the provisions of the Clean Water Act, (33 U.S.C. 1251 et. seq.; the "Act"), Permit No. LA 0038091, it is incumbent upon the Sewerage and Water Board of New Orleans to implement a Pretreatment Program in order to prevent the entrance of prohibited and incompatible pollutants into its sewerage and drainage networks.

Therefore, we are enclosing Table 1, a list of chemicals, labeled toxic by E.P.A., with appropriate questions to determine your status in this Pretreatment Program.

This questionnaire should be completed and returned to the Environmental Enforcement Division of the Sewerage and Water Board, Room 5W04, City Hall, New Orleans, Louisiana, 70165, not later than four (4) weeks from the above date.

For further clarification, contact the Environmental Enforcement Division at 945-1182.

Yours truly,

G. Joseph Sullivan
GENERAL SUPERINTENDENT

GJS/all

Exhibit A
Page 1 of 19

BACKGROUND STATEMENT

The party to whom this Information Request was directed, and the party answering the questions contained in the Information Request, is *New NGC, Inc., d/b/a National Gypsum Company* ("New NGC", or "Respondent"). New NGC was formed in 1993, and has never produced or sold any asbestos or asbestos containing products. In 1993, after its formation, New NGC purchased certain assets from the company formerly known as National Gypsum Company ("Old NGC"). Old NGC filed Chapter 11 bankruptcy on October 28, 1990 and a Plan of Reorganization in that proceeding (the "Plan") was confirmed March 9, 1993. On July 1, 1993, Old NGC changed its name to Asbestos Claims Management Corporation ("ACMC") and still exists for the purpose of managing claims relating to injury or damage allegedly caused by asbestos-containing products produced or sold by Old NGC, for which New NGC is not responsible.

New NGC assumed no liabilities for any claims relating to injury or damage resulting from asbestos under the terms of the Plan.

The only asset in Louisiana which was acquired by New NGC from Old NGC was a wallboard manufacturing facility located at #10 Louisiana Street, Westwego, Jefferson Parish, Louisiana 70094 (the "Westwego Plant").

QUESTIONS

1. *Identify the persons* answering these questions on behalf of NGC.

A: Samuel A. Schiffman
Vice President, General Counsel and Secretary
New NGC, Inc., d/b/a National Gypsum Company
2001 Rexford Road
Charlotte, NC 28211
(704) 365-7667.

2. For each and every question contained herein, *identify any persons* consulted in the preparation of the answer.

A: Where applicable, this information is contained in the answers to the questions below.

3. If you know of information or *documents* responsive to *any* question in this Information Request that are not in your possession, *identify the person* from whom such information or documents may be obtained.

A: Any documents which to the knowledge of the Respondent are responsive to questions herein are in the possession of the Respondent.

4. *Identify any person* who may be able to provide a more detailed or complete response to *any* question contained herein, along with a description of the additional information or *documents* that they may have.

A: All available information concerning the matters or issues raised by or in the questions, and the name of any person(s) who might be able to provide more detailed information, are provided in the answers.

5. *Identify any persons who have knowledge, information or documents about the transportation, generation, production, use, purchase, treatment, storage, disposal or other handling of asbestos material in Jefferson Parish, Orleans Parish or on the Site, and describe the knowledge, information, or documents that they may have.*

A: Mr. Nolte Orgeron, a supervisory employee of New NGC, Inc., #10 Louisiana Street, Westwego, LA 70094, (504) 341-8596. Mr. Orgeron has knowledge about the handling and disposal by Old NGC of asbestos material from a plant formerly owned by Old NGC located at 5300 Tchoupitoulas Street, New Orleans, New Orleans Parish, LA 70115, which Old NGC sold in 1981 (the "New Orleans Plant").

6. *Describe any releases of asbestos material that was produced, generated, owned, or disposed of by NGC that may have occurred in Jefferson Parish, Orleans Parish or on the Site. As part of the description, provide the following information:*

General Answer: New NGC has not released, produced, generated, owned or disposed of any asbestos material in Jefferson Parish, Orleans Parish or on the Site. Except as described below, Old NGC never released or disposed of any asbestos material in Jefferson Parish, Orleans Parish or on the Site. New NGC is informed as to the activities of Old NGC that no releases of asbestos:

Item #1 – Jefferson Parish

a) When such release occurred;

A: As late as the late 1970's, and for an indeterminate number of years prior thereto.

b) How the release occurred;

A: The asbestos material was transported from the New Orleans Plant of Old NGC and was disposed of in a landfill area located on the site of Old NGC's Westwego Plant. This site is known to the Louisiana DEQ and New NGC has worked with LA DEQ regarding its management.

c) The approximate amount of *asbestos material* released;

A: Unknown

d) *Identify the real property where any release of asbestos material may have occurred;*

A: See item 6(b), above.

e) *Identify any persons involved in the release of the asbestos material.*

A: According to Mr. Orgeron, the persons involved in the transportation of asbestos material from Old NGC's New Orleans Plant are no longer living. He also reports that a private contractor, Burmaster, was used by Old NGC to perform the excavation and covering of material at the landfill on the site of Old NGC's Westwego Plant.

Item #2 – Orleans Parish (New Orleans)

a) When such release occurred;

A: Mid-1960's, and for an indeterminate number of years prior thereto.

b) How the release occurred;

A: Asbestos material from the New Orleans Plant of Old NGC was transported away from the plant for disposal by Hotar Trucking Company. New NGC is informed that Hotar may have disposed of the material at a site now known as Audubon Park, "Monkey Hill", in New Orleans, LA, which at the time was a swampy area undergoing fill. We understand "Monkey Hill" is a man-made hill, constructed back in the 1960's and comprised of different fill materials, and is apparently well-covered with soil, grasses and heavy vegetation.

c) The approximate amount of *asbestos material* released;

A: Unknown

d) *Identify* the real property where *any* release of *asbestos material* may have occurred;

A: See item 6(b), above.

e) *Identify any persons* involved in the release of the *asbestos material*.

A: Hotar Trucking Company employees. Location, address and phone number unknown.

Person consulted regarding information in this answer #6: Mr. Nolte Orgeron (see location information in #5, above)

7. Did NGC ever produce *asbestos material* in Louisiana?

A: No. New NGC never produced any asbestos material in Louisiana. New NGC is informed that Old NGC did produce asbestos material in Louisiana.

If the answer to this question is yes, please answer the following:

NOTE: The following applies only to Old NGC:

a) What was the approximate chemical composition of the *asbestos material*?

A: Unknown

b) What product was NGC making when the *asbestos material* was produced (e.g., roofing, siding, pavement, conduit)?

A: Old NGC produced asbestos-cement sheets at the New Orleans Plant, for use as building materials, and produced joint compounds, plasters and textures containing asbestos at the Westwego Plant. Old NGC also produced joint compounds containing asbestos at a plant located in Good Hope, LA, which was sold in 1969.

c) What type(s) of asbestos did the *asbestos material* contain (e.g., chrysotile, crocidolite, or amphiboles), and in what proportions, approximately?

A: The asbestos material from production by Old NGC at the Westwego Plant and, it is believed, at the Good Hope plant, contained chrysotile only. The asbestos material from production by Old NGC at the New Orleans Plant contained mostly chrysotile, but for some products, for limited periods, small amounts of amosite or crocidolite were included. Proportions are unknown.

d) What other materials including, without limitation gypsum, did the *asbestos material* contain, and in what proportions, approximately?

A: **No gypsum wallboard produced by Old NGC or by New NGC ever contained any asbestos.** Old NGC produced a limited line of specialty plaster products, which was made from gypsum, at its Westwego Plant, which for only a couple of years during the mid-1960's contained asbestos (chrysotile) in small percentages. Precise proportions unknown.

Person consulted regarding information in this answer: Russell Ward, Retiree, National Gypsum Company, Lake Wylie, SC.

8. Did NGC ever dispose of *asbestos material* in Louisiana? Please explain.

General Answer: New NGC never disposed of asbestos material in Louisiana. See also Respondent's answer to Question #6, above. New NGC is informed as to the activities of Old NGC as follows:

A: From at least 10/25/79 to at least April 1980, Browning Ferris Industries disposed of waste asbestos panels and bags of cement asbestos waste from the New Orleans Plant of Old NGC, approximately 4-30 cubic yards per month in bags, and 3-40,000# per month in panels. The disposal site was Browning Ferris Chemical Services, Inc., Branch No. 40, Livingston, LA (504) 686-7252

Documents: See attached **Exhibit A** and **Exhibit B**

9. Did NGC ever transport *asbestos material* in Louisiana? Please explain.

General Answer: New NGC never transported any asbestos materials in Louisiana.
New NGC is informed as to the activities of Old NGC as follows:

A: New NGC is informed that asbestos material from the New Orleans Plant of Old NGC was transported by New Orleans Plant employees to the Westwego Plant of Old NGC, and disposed of in the landfill on the Westwego Plant property, up until approximately 1979, and for an indeterminate number of years prior thereto.

Person consulted regarding information in this answer: Mr. Nolte Orgeron (see location information in #5, above)

10. Did NGC ever make *asbestos material* available to Jefferson Parish or Site area residents for use as fill, as paving material, or otherwise?

A: New NGC never made asbestos material available as described. To the best of New NGC's knowledge, Old NGC never made asbestos material available as described.

If the answer to this question is yes, please answer the following:

a) When was the *asbestos material* made available?

N/A

b) Identify to whom the *asbestos material* was made available?

N/A

c) What type(s) of waste were made available? That is, what types of asbestos (*e.g.*, chrysotile, crocidolite, or amphiboles) did the *asbestos material* contain, and in what proportions, approximately? What other materials including, without limitation, gypsum did the *asbestos material* contain, and in what proportions, approximately?

N/A

d) How was the *asbestos material* made available to residents (*i.e.*, advertised for pick-up, trucked to recipient's location, etc.)?

N/A

Person consulted regarding information in this answer: Mr. Nolte Orgeron (see location information in #5, above)

11. Did NGC ever make *asbestos material* available to other persons, including, without limitation, Jefferson Parish or Site area residents, for-use as fill, as paving material, or for other purposes? If the answer to this question is yes, please answer the following:

A: Neither New NGC nor Old NGC ever made asbestos material available to residents for any purpose. See answer to Question #10, above. New NGC is informed that some asbestos material from the New Orleans Plant of Old NGC was disposed of by Hotar Trucking employees at the area in New Orleans, LA now known as Audubon Park, as described above in #6, Item #2.

a) When was the *asbestos material* made available?

A: See #6, Item #2

b) *Identify* to whom the *asbestos material* was made available?

A: See #6, Item #2

c) What type(s) of *asbestos material* were made available? That is, what chemicals including without limitation gypsum did the *asbestos material* contain, and in what proportions, approximately?

A: Unknown

d) How was the *asbestos material* made available to residents (*i.e.*, advertised for pick-up, trucked to recipient's location, etc.)?

A: Asbestos material was never, to the knowledge of New NGC, made available to residents by Old NGC.

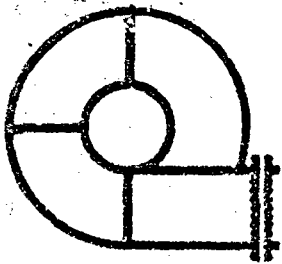
Person consulted regarding information in this answer: Mr. Nolte Orgeron (see location information in #5, above)

REQUESTS FOR DOCUMENTS

12. Please *identify* and provide a copy of *any documents* consulted, examined, or referred to in the preparation of the answers to questions 6 through 11 including all subparts of those questions, Please also *identify* and provide a copy of *any documents* that contain information responsive, to the questions. For each document copy produced in response to this request for *documents*, indicate on the *document*, or in some other reasonable manner, the question and subpart of the question to which it corresponds.

Exhibit A - Sewerage and Water Board Questionnaire from Old NGC New Orleans Plant, dated April 18, 1980.

Exhibit B - Disposal Agreement between Gold Bond Building Products, National Gypsum Company and Browning-Ferris Industries, dated March 1980.



ERNEST N. MORIAL, President
RENE A. CURRY, President Pro-Tem.

Sewerage & Water Board OF NEW ORLEANS

JOSEPH S. SULLIVAN, Jr.
General Superintendent

CITY HALL • CIVIC CENTER
NEW ORLEANS, LA. 70165 • 586-4547

INDUSTRIAL WASTE QUESTIONNAIRE

Date April 18, 1980

1. (A) Name of applicant NATIONAL GYPSUM COMPANY
(B) Identify applicant
☒ Owner
☐ Leasee
☐ Tenant
☐ Other (Explain)
(C) Standard Industrial Classification (SIC) Code
~~2611~~ 3292
2. Municipal address 5300 TCHOUPITOU LAS STREET
NEW ORLEANS, LOUISIANA 70115
3. Mailing address P. O. BOX 15257
NEW ORLEANS, LA. 70175
4. Name and title of signing principal executive official J.A. KELLER,
VICE PRESIDENT OF MANUFACTURING OPERATIONS
GOLD BOND BUILDING PRODUCTS DIVISION

5. Name, address, telephone number and title of applicant's
authorized representative for coordination and correspondence
RAY A. PLAUCHE, PLANT MANAGER, 5300 TCHOUPITOULAS ST., NEW ORLEANS, LA. 70115
JERALD P. POCHÉ, PROCESS ENGINEER, " " " 899-8261

6. A. List all waste connections and/or discharges including
size, average daily flow each, minimum flow each, maximum
flow each and average total daily flow (I) See Attached Dwg.
Item A and attached data sheet (II) See attached dwg.
Item B and attached data sheet.

B. Plot the daily flow in gallons vs hours for each item
listed in 6A.

7. Name, municipal address and mailing address of each separate
facility where waste connections and/or discharges do now
or will occur (please identify on all drawings). Shown on plot plan.

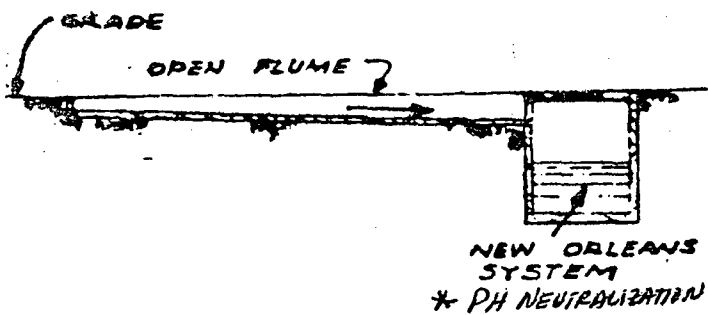
5300 TCHOUPITOULAS STREET

NEW ORLEANS, LOUISIANA 70115

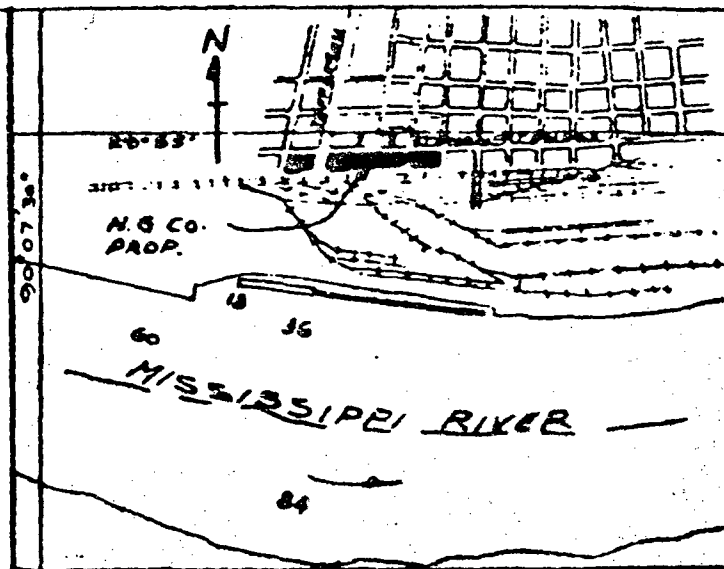
P. O. BOX 15257, NEW ORLEANS, LA. 70175

8. Identify on drawings and list waste connections and/or dis-
charges as permanent ~~or temporary~~. See attached drawing.

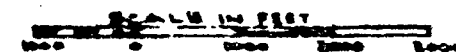
9. If temporary, explain and estimate duration N/A



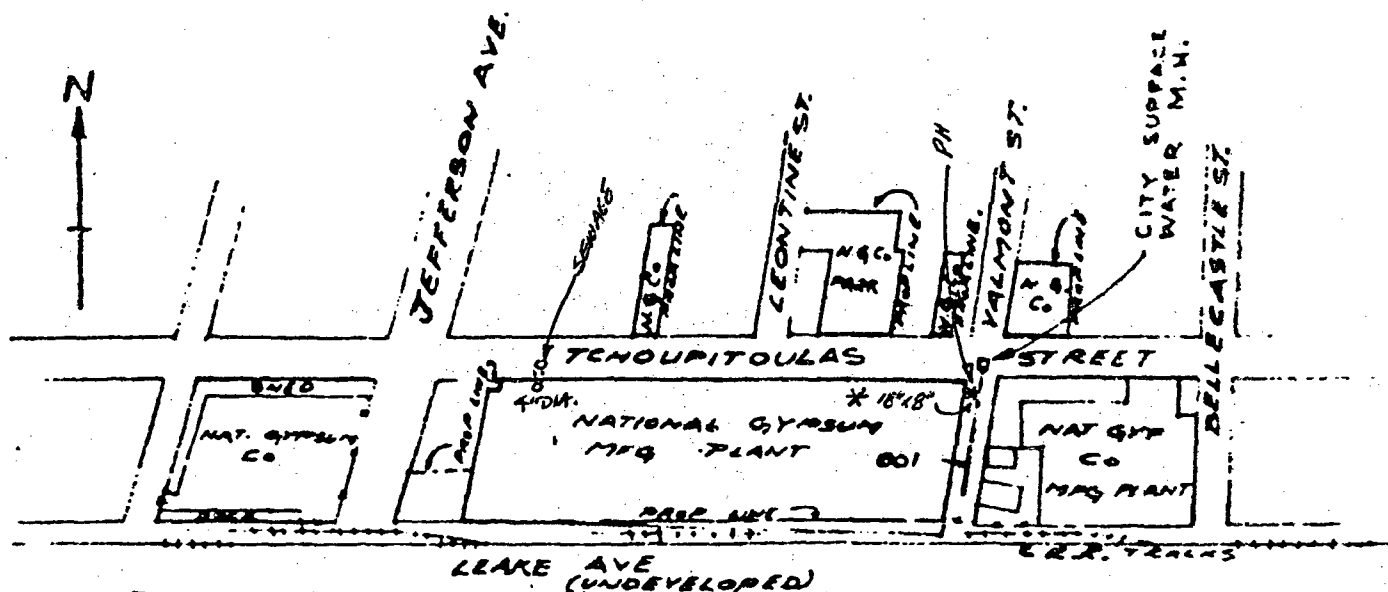
PROFILE 001



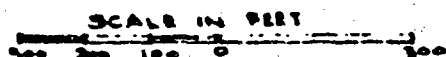
LOCATION MAP



TRACED FROM GEOLOGICAL
SURVEY N 2932.5 - W 9080/7.5



PLAN



NATIONAL GYPSUM CO.
NEW ORLEANS, ORLEANS
PARISH, LOUISIANA

DISCHARGE PERMIT
APPLICATION DRAWING
SHEET 1 OF 1

DATA SHEET

Item 6A

I.

1. Size: 4"
2. Avg. Daily Flow: 1900 gal.
3. Min. Flow : -
4. Max. Flow: -
5. Avg. Total Daily Flow: 345 Gal.

II.

1. Size: 18" Wide x 8" Deep
2. Avg. Daily Flow: 154,000 Gal.
3. Min. Flow: 91,000 Gal.
4. Max. Flow: 271,000 Gal.
5. Avg. Total Daily Flow: 129,000 Gal.

Item 6B

- I: 14 Gal.
II: 5,375 Gal.

Item 11:

1. Flocculant is added to the process water in order to reuse solids during operation.
2. Effluent is discharged to above ground settling basins.
3. The pH of the outflow is adjusted to 6 - 9.
4. All raw water for boiler feed water is treated.

Item 17:

In accordance with our NPDES permit, a water flow meter is used to establish estimated daily flow; grab samples are taken at the registered outfall weekly and evaluated for TSS; effluent is adjusted by pH control instruments to 6 - 9 before discharge into outfall.

Item 18:

Plant manufactures asbestos-cement building products by Hatscheck process. It consists of mixing asbestos fibers, Portland Cement, Silica, water, and pigments to form a wet sheet on the Hatscheck machine. These products are further processed and cured in autoclaves under saturated steam pressure to give them dimensional stability. The products are then given a final finished coating, inspected, packaged and shipped.

10. Identify water intake sources 129,000 GPD Public water supply system

-0- Private water supply system

-0- Surface water body

-0- Ground Water

-0- Other (Explain)

11. Describe any water treatment processes in use: See Data Sheet
Item 11.

12. List Water Consumption in Plant:

Cooling water	<u>5200</u>	gallons per day
Boiler feed	<u>14,800</u>	gallons per day
Process water	<u>109,000</u>	gallons per day
Evaporation	<u>1,300</u>	gallons per day
Contained in product	<u>5,400</u>	gallons per day
Other (Specify)	<u>11,850</u>	gallons per day

EMPLOYEE'S SEWERAGE
WASH UP

11,450 GPD
1,400 GPD

EMPLOYEE'S
SEWERAGE

WASH UP 400 GPM

13. List average volume of discharge or water loss to:

Public sewerage system	<u>11,850</u>	gallons per day
Public storm drainage system	<u>129,000</u>	gallons per day
Navigable water	<u>-0-</u>	gallons per day
Land application	<u>-0-</u>	gallons per day

Waste hauler 325 gallons per day

Underground disposal -0- gallons per day

14. Private disposal acceptance company (Identify) _____

BROWNING-FERRIS INDUSTRIES CHEMICAL SERVICES INC.

P.O.BOX 15482, BATON ROUGE, LOUISIANA 70895

15. Please identify on drawings and list navigable waterways at point of discharge and/or connection NONE.

16. A. Identify all approvals ~~and/or denials~~ of Federal, Interstate, State or local agencies for discharge or waste connection.

<u>Type of Permit</u>	<u>I. D. No.</u>	<u>Date</u>	<u>Issuing Agency</u>
<u>NPDES</u>	<u>LA 0006068</u>	<u>10/12/74</u>	<u>U.S.E.P.A.</u>
_____	_____	_____	_____

B. Have you applied for an NPDES Permit for all discharges to drains or surface water? X yes _____ no.

C. If so indicate permit or application numbers. LA 0006068

17. Describe and identify on applicable drawings any and all methods of instrumentation monitoring waste connection and/or discharge flows by volume, weight, content, etc. _____

SEE DATA SHEET, ITEM 17.

18. Brief description of manufacturing process _____

SEE DATA SHEET ITEM 18.

19. A. List all chemicals and materials used in process. ASBESTOS
FIBER, PORTLAND CEMENT, SILICA, PIGMENTS, FLOCCULANTS, HYDRAID 771
AND CITY WATER.

B. List all chemicals used in boiler, cooling waters. _____
BETZ ENTEC 733, 701, 750 FOR BOILER FEED WATER.

20. A. Principal Product or Service. ASBESTOS CEMENT SHEETS -
BUILDING MATERIALS.

B. Average daily quantity of product. 160 TONS

C. Average daily quantity of raw material used. 130 TONS

21. Type of Discharge: _____ Batch X _____ Continuous

22. Is there a scheduled shutdown? YES
When? VARIES FROM DAILY TO TWICE PER WEEK.

23. Is production seasonal? YES

If yes, explain indicating month(s) of peak production.
APRIL THROUGH OCTOBER

24. A. Average number of employees served by sanitary system per
shift: 185 1st; 49 2nd; 23 3rd.

B. Shift start times: 7:00 A.M. 1st; 3:00 P.M. 2nd; 11:00 P.M. 3rd.

C. Shifts normally worked each day:

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1st	<u>-</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
2nd	<u>-</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
3rd	<u>-</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

25. Are any of the toxic pollutants listed in Table 1 being used at this facility in manufacturing of the product or as a by-product? If so, please indicate by a check mark on Table 1.
26. If any pollutant in Table 1 is present in discharge indicate concentration in Mg/l. (Use E.P.A. Storet Numbers when available.) SEE ATTACHED SHILSTONE TESTING LABORATORY REPORTS.
27. List and indicate concentrations of any other toxicants known or anticipated to be present in the discharge.

NONE.

28. Is there a Spill Prevention Control and Countermeasure Plan in effect for this plant?

 X Yes No

29. If the utilization of a pretreatment device is anticipated or is now in use, submit plans of, specifications of and data relevant to the pretreatment process. NO ADDITIONAL TREATMENT ANTICIPATED.

30. Describe and explain other "in-house" waste discharge pollution abatement practices SEE DATA SHEET, ITEM 11

31. Is this plant subject to an existing Federal Pretreatment Standard? YES If so, are Pretreatment Standards being met on a consistent basis? YES

32. Are additional pretreatment facilities and/or operation and maintenance required to meet Pretreatment Standards? NO

If additional pretreatment and/or operation and maintenance are required, list the schedule by which they will be provided: N/A

33. Name of Licensed Master Plumber responsible for waste connections at Plant Site. SILVERMAN & MARKS PLUMBING CO.

 COMER PLUMBING CO.

34. A. For those processes or operations which produce wastes which are NOT discharged into city or storm sewers or to surface waters, complete the following: N/A

(Use Separate form for each waste stream)

B. Waste Stream No. _____

Description of process or operation producing waste _____

C. Brief characterization of waste _____

35. A. Annual waste production _____ 1070 tons/yr. _____ gal./yr.

B. Frequency of waste production: _____ seasonal ☒ occasional

36. Waste Composition

A. Average percent solids 70 % b. pH range 10 to 12

B. Physical state: _____ liquid, _____ slurry, _____ sludge,
☒ solid, _____ other (specify) _____

C. Hazardous properties of waste: _____ flammable ☒ toxic
_____ reactive _____ explosive _____ infectious
_____ corrosive _____ other (specify) _____

37. Transportation

A. Waste hauled off site by _____ you ☒ others

B. Name of waste hauler BROWNING FERRIS INDUSTRIES CHEMICAL SERVICES, INC.

Address

P.O. BOX 15482 , BATON ROUGE

Street

City

LOUISIANA

70895

(504)923-3824

State

Zip Code

Phone

38. Treatment and Disposal

A. Treatment or disposal: on site X off site

B. Waste is ____ reclaimed ____ treated X land disposed
____ incinerated ____ other (specify) _____

C. Off site facility receiving waste

Name of Facility BROWNING FERRIS INDUSTRIES CHEMICAL SERVICES, INC.

Facility Operator SAME

Facility Location BRANCH NO. 40 , LIVINGSTON
Street City
LOUISIANA (504) 686-7252
State Zip Code Phone

39. On Site Storage for greater than 90 days

A. Method: _____ drum, X roll-off container, _____ tank,
 _____ lagoon, _____ other (specify) _____

B. Typical length of time waste stored _____ days, 2 weeks,
_____ months.

C. Typical volume of waste stored 20 tons, _____ gallons

D. Is storage site diked? Yes No N/A

E. Surface drainage collection _____ Yes _____ No _____ N/A

40. I certify that to the best of my knowledge and belief this information is true, complete and accurate.

Principal Executive Officer _____

Authorized Representative _____

FOR AGENCY USE

STANDARD FORM A-MUNICIPAL

SECTION IV. INDUSTRIAL WASTE CONTRIBUTION TO MUNICIPAL SYSTEM

Submit a description of each major industrial facility discharging to the municipal system, using a separate Section IV for each facility description. Indicate the 4 digit Standard Industrial Classification (SIC) Code for the industry, the major product or raw material, the flow (in thousand gallons per day), and the characteristics of the wastewater discharged from the industrial facility into the municipal system. Consult Table III for standard measures of products or raw materials. (see instructions)

1. Major Contributing Facility
(see instructions)

Name

401a

GOLD BOND BUILDING PRODUCTS

Number & Street

401b

5300 TCHOUPITOU LAS STREET

City

401c

NEW ORLEANS

County

401d

ORLEANS

State

401e

LOUISIANA

Zip Code

401f

70115

3292

2. Primary Standard Industrial
Classification Code (see
instructions)

402

3. Principal Product or Raw
Material (see instructions)

Product

403a

ASBESTOS-CEMENT PRODUCTS

FOR EXTERIOR USE

Raw Material

403b

Quantity

Units (See
Table III)

403c

160/DAY

403e

TONS

403d

403f

4. Flow Indicate the volume of water
discharged into the municipal sys-
tem in thousand gallons per day
and whether this discharge is inter-
mittent or continuous.

404a

129 thousand gallons per day

404b

☐ Intermittent (int) ☒ Continuous (con)5. Pretreatment Provided Indicate if
pretreatment is provided prior to
entering the municipal system

405

☒ Yes☐ No6. Characteristics of Wastewater
(see instructions)

SEE ATTACHMENTS

406a	Parameter Name							
	Parameter Number							
406b	Value							

SECTION IV. INDUSTRIAL WASTE CONTRIBUTION TO MUNICIPAL SYSTEM

1. Major Contributing Facility
(see instructions)

Name _____

4012

DIVISION OF NATIONAL GYPSUM COMPANY

Number & Street

401b

5300 TCHOUPITOUAS STREET

City

401c

NEW ORLEANS

County

401d

ORLEANS

State

4018

LOUISIANA

Zip Code

401f

70115

2. Primary Standard Industrial Classification Code (see instructions)

402

3292

3. Principal Product or Raw Material (see instructions)

Quantity

Units (See Table III)

Product

4032

403c

4030

Raw Material

403b

SEWAGE DISPOSAL -

403d

403f

WASH ROOMS 185 PEOPLE

4. **Flow** Indicate the volume of water discharged into the municipal system in thousand gallons per day and whether this discharge is intermittent or continuous.

4042

11 thousand gallons per day

404b

☐ Intermittent (int) ☒ Continuous (con)

5. **Pretreatment Provided** Indicate if pretreatment is provided prior to entering the municipal system

405

☐ Yes ☒ No

8. Characteristics of Wastewater
(see instructions)

Parameter Name							
Parameter Number							
Value							

FOR AGENCY USE

--	--	--	--	--	--	--	--	--	--

STANDARD FORM A-MUNICIPAL

SECTION IV. INDUSTRIAL WASTE CONTRIBUTION TO MUNICIPAL SYSTEM

Submit a description of each major industrial facility discharging to the municipal system, using a separate Section IV for each facility description. Indicate the 4 digit Standard Industrial Classification (SIC) Code for the industry, the major product or raw material, the flow (in thousand gallons per day), and the characteristics of the wastewater discharged from the industrial facility into the municipal system. Consult Table III for standard measures of products or raw materials. (see instructions)

1. Major Contributing Facility
(see instructions)

Name

401a

GOLD BOND BUILDING PRODUCTS

Number & Street

401b

DIVISION OF NATIONAL GYPSUM COMPANY

City

401c

5300 TCHOUPITOULAS STREET

County

401d

NEW ORLEANS

State

401e

ORLEANS

Zip Code

401f

LOUISIANA

70115

2292

2. Primary Standard Industrial
Classification Code (see
instructions)

402

3. Principal Product or Raw
Material (see instructions)

Product

403a

Quantity

Units (See
Table III)

403c

403e

Raw Material

403b

QUALITY CONTROL LABORATORY

403d

403f

FUNCTIONS

4. Flow Indicate the volume of water
discharged into the municipal system
in thousand gallons per day
and whether this discharge is inter-
mittent or continuous.

404a

1.0 thousand gallons per day

404b

☐ Intermittent (int) ☒ Continuous (con)

5. Pretreatment Provided Indicate if
pretreatment is provided prior to
entering the municipal system

405

☐ Yes ☒ No

6. Characteristics of Wastewater
(see instructions)

406a

Parameter
Name

406b

Parameter
Number

Value

TABLE 1

TOXIC POLLUTANTS

COMPOUND NAME

1. *acenaphthene _____
2. *acrolein _____
3. *acrylonitrile _____
4. *benzene _____
5. *benzidine _____
6. *carbon tetrachloride (tetrachloromethane) _____
- *chlorinated benzenes (other than dichlorobenzenes)
7. chlorobenzene _____
8. 1,2,4-trichlorobenzene _____
9. hexachlorobenzene _____
- *chlorinated ethanes (including 1,2-dichloroethane,
 1,1,1-trichloroethane and hexachloroethane)
10. 1,2-dichloroethane _____
11. 1,1,1-trichloroethane _____
12. hexachloroethane _____
13. 1,1-dichloroethane _____
14. 1,1,2-trichloroethane _____
15. 1,1,2,2-tetrachloroethane _____
16. chloroethane _____
- *chloroalkyl ethers (chloromethyl, chloroethyl, and mixed
 ethers)
17. bis(chloromethyl) ether _____
18. bis(2-chloroethyl) ether _____
19. 2-chloroethyl vinyl ether (mixed) _____
- *chlorinated naphthalene
20. 2-chloronaphthalene _____
- *chlorinated phenols (other than those listed elsewhere:
 includes trichlorophenols and chlorinated cresols)
21. 2,4,6-trichlorophenol _____
22. parachlorometacresol _____
23. *chloroform (trichloromethane) _____
24. *2-chlorophenol _____
- *dichlorobenzenes
25. 1,2-dichlorobenzene _____
26. 1,3-dichlorobenzene _____
27. 1,4-dichlorobenzene _____
- *dichlorobenzidine
28. 3,3-dichlorobenzidine _____

- *dichloroethylenes (1,1-dichloroethylene and 1,2-dichloroethylene)
29. 1,1-dichloroethylene _____
30. 1,2-trans-dichloroethylene _____
31. *2,4-dichlorophenol _____
- *dichloropropane and dichloropropene
32. 1,2-dichloropropane _____
33. 1,2-dichloropropylene _____
(1,3-dichloropropene)
34. *2,4-dimethylphenol _____
- *dinitrotoluene
35. 2,4-dinitrotoluene _____
36. 2,6-dinitrotoluene _____
37. *1,2-diphenylhydrazine _____
38. *ethylbenzene _____
39. *fluoranthene _____
- *haloethers (other than those listed elsewhere)
40. 4-chlorophenyl phenyl ether _____
41. 4-bromophenyl phenyl ether _____
42. bis(2-chloroisopropyl) ether _____
43. bis(2-chloroethoxy) methane _____
- *halomethanes (other than those listed elsewhere)
44. methylene chloride _____
(dichloromethane)
45. methyl chloride _____
(chloromethane)
46. methyl bromide _____
(bromomethane)
47. bromoform (tribromomethane) _____
48. dichlorobromomethane _____
49. trichlorofluoromethane _____
50. dichlorodifluoromethane _____
51. chlorodibromomethane _____
52. *hexachlorobutadiene _____
53. *hexachlorocyclopentadiene _____
54. *isophorone _____
55. *naphthalene _____
56. *nitrobenzene _____
- *nitrophenols (including 2,4-dinitrophenol and dinitrocresol)
57. 2-nitrophenol _____
58. 4-nitrophenol _____
59. *2,4-dinitrophenol _____
60. 4,6-dinitro-o-cresol _____
- *nitrosamines
61. N-nitrosodimethylamine _____
62. N-nitrosodiphenylamine _____

63. N-nitrosodi-n-propylamine _____
64. *pentachlorophenol _____
65. *phenol _____
- *phthalate esters
66. bis(2-ethylhexyl) phthalate _____
67. butylbenzylphthalate _____
68. di-n-butyl phthalate _____
69. di-n-octyl phthalate _____
70. diethyl phthalate _____
71. dimethyl phthalate _____
- *polynuclear aromatic hydrocarbons
72. benzo(a)anthracene (1,2-benzanthracene) _____
73. benzo(a)pyrene (3,4-benzopyrene) _____
74. 3,4-benzofluoranthene _____
75. benzo(k)fluoranthene _____
 (11,12-benzofluoranthene _____)
76. chrysene _____
77. acenaphthylene _____
78. anthracene _____
79. benzo(ghi)perylene _____
 (1,12-benzoperylene) _____
80. fluorene _____
81. phenanthrene _____
82. dibenzo(a,h)anthracene _____
 (1,2,5,6-dibenzanthracene) _____
83. indeno (1,2,3-cd) pyrene (2,3-o-phenylenepyrene) _____
84. pyrene _____
85. *tetrachloroethylene _____
86. *toluene _____
87. *trichloroethylene _____
88. *vinyl chloride (chloroethylene) _____
- pesticides and metabolites
89. *aldrin _____
90. *dieldrin _____
91. *chlordane (technical mixture and metabolites) _____
- *DDT and metabolites
92. 4,4'-DDT _____
93. 4,4'-DDE (p,p'-DDX) _____
94. 4,4'-DDD (p,p'-TDE) _____
- *endosulfan and metabolites
95. a-endosulfan-Alpha _____
96. b-endosulfan-Beta _____
97. endosulfan sulfate _____
- *endrin and metabolites
98. endrin _____
99. endrin aldehyde _____

*heptachlor and metabolites

100. heptachlor _____
101. heptachlor epoxide _____

*hexachlorocyclohexane (all isomers)

102. a-BHC-Alpha _____
103. b-BHC-Beta _____
104. r-BHC-(lindane)-Gamma _____
105. g-BHC-Delta _____

*polychlorinated biphenyls (PCB's)

106. PCB-1242 (Arochlor 1242) _____
107. PCB-1254 (Arochlor 1254) _____
108. PCB-1221 (Arochlor 1221) _____
109. PCB-1232 (Arochlor 1232) _____
110. PCB-1248 (Arochlor 1248) _____
111. PCB-1260 (Arochlor 1260) _____
112. PCB-1016 (Arochlor 1016) _____

113. *toxaphene _____
114. *antimony (total) _____
115. *arsenic (total) _____
116. *asbestos (fibrous) X _____
117. *beryllium (total) _____
118. *cadmium (total) _____
119. *chromium (total) _____
120. *copper (total) _____
121. *cyanide (total) _____
122. *lead (total) _____
123. *mercury (total) _____
124. *nickel (total) _____
125. *selenium (total) _____
126. *silver (total) _____
127. *thallium (total) _____
128. *zinc (total) _____
129. **2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD) _____
130. ammonia _____
131. manganese _____

*Specific compounds and chemical classes as listed in the consent degree.

**This compound was specifically listed in the consent degree.
Because of the extreme toxicity (TCDD), EPA recommends that
laboratories not acquire analytical standard for this compound.



Browning-Ferris Industries

DISPOSAL AGREEMENT

This Agreement entered into as of this _____ day of _____ March 1980 by and between

BROWNING-FERRIS INDUSTRIES a Nevada corporation (hereinafter referred to as the "Contractor"), and
NATIONAL GYPSUM CO.,
GOLD BOND BUILDING PRODUCTS DIV. a DELAWARE corporation (hereinafter referred to as the "Company").

for the purpose of the disposal of certain designated wastes.

ARTICLE I — DESIGNATED WASTES. Contractor agrees that it will accept and the Company agrees that it will deliver, pursuant to the terms of this Agreement, the waste material set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter said waste shall be collectively referred to as the "Waste Material"). Contractor shall process and/or dispose of such Waste Material in a lawful manner and in a manner which will not create a risk of harm to public health or the environment.

ARTICLE II — DISPOSAL INDEMNITY. After acceptance by Contractor of the Waste Material, the Company shall be relieved from any further obligation with regard to its processing and/or disposal and Contractor will indemnify and hold the Company harmless from any and all damages, penalties, costs and expense which may reasonably be incurred by or imposed upon the Company as a result of Contractor's improper or inadequate processing and/or disposal of the Waste Material.

ARTICLE III — TITLE. The Company agrees that upon the delivery to Contractor of the Waste Material described in Exhibit A by either the Company or its agent, title to such Waste Material shall pass to Contractor.

ARTICLE IV — SERVICES AND EQUIPMENT. Contractor will provide the services and equipment as set forth in Exhibit B attached hereto and incorporated herein by reference for the processing and/or disposal of the Waste Material. Contractor warrants that it has all federal, state and local permits required to perform the work contracted for herein.

All equipment and facilities provided by Contractor used to store, process and/or dispose of the Waste Material pursuant to this Agreement shall comply with all applicable federal, state and local laws, rules, regulations and permits, provided that compliance therewith shall in no way remove any liabilities either party assumes elsewhere in this Agreement.

ARTICLE V — SPECIAL EQUIPMENT. If Contractor is required to provide any special equipment in order to perform the work provided for in this Agreement which is not listed in Exhibit B, Contractor and Company shall agree in writing, prior to its use, as to the equipment and the fee for such equipment.

ARTICLE VI — COLLECTION, TRANSPORTATION AND DISPOSAL RATES. The rate for processing and/or disposal of the Waste Material shall be at the rate shown in the schedule set forth in Exhibit C attached hereto and incorporated herein by reference.

ARTICLE VII — MEANS OF DISPOSAL. All Waste Material will be processed and/or disposed of by the means designated at the sole discretion of the Contractor, with the prior consent of the Company, and in compliance with all local, state and federal laws governing the processing and/or disposal of such Waste Material.

ARTICLE VIII — DISPOSAL AREAS. All processing and/or disposal areas shall be such that the location shall be easily accessible to the Company. The Contractor shall bear all expenses in making these locations easily accessible.

ARTICLE IX — INDEPENDENT CONTRACTOR. The work and labor herein provided for shall be performed and furnished by Contractor as an independent contractor and under the sole supervision, management, direction and control of Contractor in accordance with the terms and conditions of this Agreement. All work will be completed in good and workmanlike manner and in compliance with the Federal Occupational Safety and Health Act of 1970, as amended, rules and regulations thereunder, and any similar state or local law or regulation applicable to Contractor. Contractor further agrees that the work to be performed by Contractor shall be subject to inspection by, and shall meet with the approval of, the Company's engineers or designated representatives, but that the detailed manner and method of doing same shall be under the control of Contractor. In the event Contractor fails to commence said work within the time specified, or having begun said work abandons it for any reason, suspends or refuses to continue it, or defaults in any manner in the performance under the terms of the Agreement for a period of five (5) days (unless Contractor is prevented from continuing for reasons beyond his control), the Company shall have the right to take over said work and complete it or have said work completed by another in any reasonable manner at Contractor's expense.

ARTICLE X — FORCE MAJEURE. Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire,

acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

ARTICLE XI — ASSIGNMENT. This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment by operation of law.

ARTICLE XII — SAVINGS CLAUSE. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XIII — INSURANCE. Contractor agrees to furnish, upon request, certificates attesting to the existence of Workmen's Compensation insurance providing statutory benefits and automobile and general liability insurance with policy limits of not less than \$500,000 each person, \$5,000,000 each occurrence for bodily injury and \$5,000,000 each occurrence for property damage liability. Each such certificate shall contain a statement of the insurer's obligation to notify the party to whom the certificate is addressed at least ten (10) days prior to cancellation of any policy covered thereunder.

ARTICLE XIV — PAYMENT. The Company agrees to make payment within thirty (30) days after receipt of the Contractor's statement at the office of Contractor specified on such invoice.

ARTICLE XV — INDEMNITY. The Contractor hereby agrees to indemnify and hold Company harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Company's property, and injuries to or death of persons, including Contractor's or Company's employees, caused by, resulting from, growing out of, or incidental to the work performed under this Agreement, including, but not limited to, damages caused by nonsudden pollution and shall, at the option of Company, defend Company at the Contractor's sole expense in any litigation involving the same, regardless of whether such work is performed by Contractor, its employees, or by its subcontractors, their employees, or all or any of them, provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury or death (other than loss of, or damage to or loss of use of Contractor's property) if caused by the sole negligence of Company, or to claims for loss, damage, injury or death covered by Article II.

ARTICLE XVI — NOTICES. Notices of conditions or situations affecting the disposal of Waste Material shall be given in writing between designated operating personnel of the Company and Contractor. All other notices shall be given in writing to the parties at their respective addresses shown above.

ARTICLE XVII — TERM. Except as otherwise provided herein, the initial term of this Agreement shall be for a period of 1 year(s) from the date hereof and shall continue thereafter until terminated as hereinafter provided. Contractor and the Company shall have the right to terminate this Agreement after the initial 1 year term at any time without cause, upon thirty (30) days written notice to the other or upon written notice for such lesser period as they shall agree upon.

ARTICLE XVIII — AMENDMENT. This Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at the time of such amendment.

Executed as of the day and year first above written.

CONTRACTOR

By

Wayne Stephens
 Title: District Sales Manager

COMPANY

By

Title:

Exhibit B
 Page 1 of 6

EXHIBIT A

"Designated Wastes" under this agreement will be those characterized on the attached "Waste Characterization Data" forms. Additional wastes may be incorporated into this agreement after submission of "Waste Characterization Data" forms by GOLD BOND BUILDING PRODUCTS and upon approval for handling and disposal by BROWNING-FERRIS INDUSTRIES.

EXHIBIT A

**Browning-Ferris Industries**
CHEMICAL SERVICES, INC.BFI Waste Code LA / 40 / 102579 6732
State Waste Code _____
Generator Permit No. _____
State Permit No. _____
Date 10/25/79

WASTE CHARACTERIZATION DATA

Generator GOLD BOND BUILDING PRODUCTS
5300 TCHOUPITOULAS
NEW ORLEANS, LA 70115
Phone No. 504/899-8261
Company Representative ED HOLMES Title BUYERGeneral Description of Waste: ASBESTOS IN BAGS, CONTAMINATED WRAPPERS, ASBESTOS PANELING,
CEMENT ASBESTOS SLUDGEProcess Source: WASTE PRODUCTSAmount of Waste APPROX. 4-30 YD 3/MO. BAGS-3-40,000#/MO. PANELS Liquid ☐ Solid ☒Vapor Pressure _____ Viscosity _____ Solubility _____
Flash Point _____ % Moisture _____ pH _____
Toxicity (If known) LD/50 _____ mg/kg

Composition of Waste (List specific compounds): Please express compounds in percentage, PPM, or PPB. (If additional space is required, attach separate sheet.)

ORGANIC:

SOME PAPER KRAFT BAGS

INORGANIC:

ASBESTOSSample: Included ☐ Not included ☒

REQUIRED PLACARDING

Flammable ☐Combustible ☐Poison A ☐ B ☐Corrosive ☐Oxidizer ☐

SAFETY PRECAUTIONS

Avoid Skin Contact ☐Avoid Breathing XXX: K]
DUSTOther AVOID CREATING DUST.

Submitted by:

Received by:

BROWNING-FERRIS INDUSTRIES CHEMICAL SERVICES, INC.

Signed _____

Signed Ben Miller

Title _____

Title Sales Engr.

EXHIBIT B

BROWNING-FERRIS INDUSTRIES will provide the services and equipment as necessary for the collection, transportation and disposal of the "Designated Wastes" referenced by Exhibit A of this agreement.

EXHIBIT C

Following are the rates for normal services provided by
BROWNING FERRIS INDUSTRIES under this agreement:

A. Transportation and disposal of Designated Wastes

1. Asbestos Wall Board Panels

Disposal Site: Livingston Facility

Disposal Rate: \$.01/lb

Transportation: \$300.00/trip

2. Cement Asbestos Waste

Disposal Site: Livingston Facility

Disposal Rate: \$30.00/yd³

Box Rental: \$12.50/day

Transportation: \$300.00/trip

B. The rates of this agreement may be changed with thirty
(30) days written notice.



FRED S. JAMES & CO.
OF GEORGIA, INC.

400 FULTON FEDERAL BLDG.
ATLANTA, GEORGIA 30303
404-681-1400
TELEX 542822

CERTIFICATE OF INSURANCE

NAME AND ADDRESS OF CERTIFICATE HOLDER

NAME AND ADDRESS OF INSURED

GOLD BOND BUILDING PRODUCTS
National Gypsum Division
2001 Rexford Road
Charlotte, NC 28211

BROWNING-FERRIS INDUSTRIES
CHEMICAL SERVICES, INC.
1023 N. LOBBELL
BATON ROUGE, LA 70806

The Policies identified below by policy numbers are in force on the date of Certificate Issuance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto. This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded under any policy identified herein.

In the event of cancellation of the Policy the Company issuing said Policy will make all reasonable effort to send 30 days notice of cancellation to the Certificate Holder at the address shown herein, but the Company assumes no responsibility for any mistake or for failure to give such notice.

COVERAGE	INSURANCE COMPANY & POLICY NO.	DATE		LIMITS OF LIABILITY
		EFFECTIVE	EXPIRATION	
Workmen's Compensation including "Off-Board" Construction & Harbor Workers'	CNA WC 005 39 7164	9/30/79	9/30/80	Statutory
Employers Liability - Coverage B				\$500,000 each accident
Comprehensive Automobile Liability Bodily Injury and Property Damage Combined Including Owned, non-owned & hired automobiles	CNA BJA 004636908	9/30/79	9/30/80	\$350,000 each occurrence Excess of \$250,000 SIR
Comprehensive General Liability Bodily Injury and Property Damage Combined including Premises & Operations, Broad Form Contractual Liability, Excess Coverages, Personal Injury Li- ability, Completed Operations and Products Li- ability	CNA CCP 005312509	9/30/79	9/30/80	\$350,000 each occurrence Excess of \$250,000 SIR
Umbrella (Excess) Liability Bodily Injury and Property Damage Combined	Underwriters at Lloyds et al 020062000	9/30/79	9/30/80	\$5,000,000 each occurrence
All Risk - Property	Underwriters at Lloyds et al 092117000	6/1/79	10/1/80	\$11,000,000 each occurrence
Other Insurance				

FRED S. JAMES & CO. OF GEORGIA, INC.

F. Pezzolla

Authorized Representative

March 7, 1980

Date of Certificate Issuance